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8 **UNITED STATES DISTRICT COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**
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11 **ALESSANDRO DIRIENZO**, on behalf
12 of himself, and on behalf of all persons
similarly situated,

13 Plaintiffs,

14 vs.

15 **DUNBAR ARMORED, INC.**, a
16 Maryland Corporation,

17 Defendant.

18 *Consolidated with:*

19 **ANTHONY ROGERS**, on behalf of
himself and all others similarly situated,

20 Plaintiff,

21 v.

22 **DUNBAR ARMORED, INC.**, a Maryland
corporation, and **DOES 1 through 100**,
inclusive,

23 Defendants.
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CASE No. **09CV2745 DMS (JMA)**
(Class Action)

ORDER:

- (1) **CONFIRMING CERTIFICATION OF CLASS ACTION;**
- (2) **GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT; AND**
- (3) **ENTERING FINAL JUDGMENT**

CASE NO. 10CV1931 DMS (BGS)

1 On August 5, 2011, a hearing was held on the joint motion of plaintiffs Alessandro
2 Dirienzo and Anthony Rogers (“Plaintiffs”) and defendants Dunbar Armored, Inc. (“Defendant”)
3 for final approval of their class settlement (the “Settlement”) and payments to the Labor and
4 Workforce Development Agency and the Settlement Administrator.

5 The Parties have submitted their Settlement, which this Court preliminarily
6 approved by its April 4, 2011 Order (Docket No.30) (the “Preliminary Approval Order”). In
7 accordance with the Preliminary Approval Order, Class Members have been given notice of the
8 terms of the Settlement and the opportunity to comment on or object to it or to exclude
9 themselves from its provisions. Class Members have also been provided with a claim form.

10 Having received and considered the Settlement, the supporting papers filed by the
11 Parties, and the evidence and argument received by the Court before entering the Preliminary
12 Approval Order and at the final approval hearing, the Court grants final approval of the
13 Settlement, enters this Final Approval Order, and HEREBY ORDERS and MAKES
14 DETERMINATIONS as follows:

15 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
16 Order adopts all defined terms set forth in the Stipulation of Settlement.

17 2. The Court has jurisdiction over this action and the Settlement pursuant to pursuant
18 to 28 U.S.C. §§ 1132(a) and 1332(d).

19 3. Pursuant to this Preliminary Approval Order, a Class Notice Packet consisting of a
20 Notice of Preliminary Approval of the Settlement (“Notice”) (Stipulation of Settlement, Ex. A),
21 and Claim Form (*id.* at Ex. B), were sent to each Class Member by first-class mail. These papers
22 informed Class Members of the terms of the Settlement, their right to receive a Settlement Share,
23 their right to comment on or object to the Settlement and/or Class Counsel’s attorneys’ fees and
24 expenses, their right to elect not to participate in the Settlement and pursue their own remedies,
25 and their right to appear in person or by counsel at the final approval hearing and be heard
26 regarding approval of the Settlement. Adequate periods of time were provided by each of these
27 procedures.

1 4. The Court finds and determines that this notice procedure afforded adequate
2 protections to class members and provides the basis for the Court to make an informed decision
3 regarding approval of the Settlement based on the responses of Class Members. The Court finds
4 and determines that the notice provided in this case was the best notice practicable, which
5 satisfied the requirements of law and due process.

6 5. No Class Members filed written objections to the proposed Settlement as part of
7 this notice process or stated an intent to appear at the final approval hearing. In addition, only
8 one Class Member, Fernando Ibarra, opted-out of the Settlement.

9 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
10 determines that the proposed Settlement Class, as defined in the definitions section of the
11 Stipulation of Settlement, meets all of the legal requirements for class certification, and it is
12 hereby ordered that the Settlement Class is finally approved and certified as a class for purposes
13 of settlement of this action.

14 7. The Court further finds and determines that the terms of the Settlement are fair,
15 reasonable, and adequate to the class and to each Class Member and that the Class Members who
16 have not opted out will be bound by the Settlement, that the Settlement is ordered finally
17 approved, and that all terms and provisions of the Settlement should be and hereby are ordered to
18 be consummated.

19 8. The Court finds and determines that the settlement awards to be paid to the
20 Claimants as provided for by the Settlement are fair and reasonable. The Court hereby gives final
21 approval to and orders the payment of those amounts be made to the Claimants out of the Net
22 Settlement Fund in accordance with the Settlement.

23 9. The Court finds and determines that payment to the California Labor and
24 Workforce Development Agency of \$18,750.00 as its share of the settlement of civil penalties in
25 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
26 that the payment of that amount be paid out of the Gross Settlement Fund in accordance with the
27 Stipulation of Settlement. Any expired uncashed settlement checks remaining after the payment

1 of all valid claims, and employer's share of taxes and other applicable withholdings, shall escheat
2 to the State Controller, with Defendant's taxes paid on those funds, and with the Settlement Class
3 Member remaining responsibility for any tax liability on such funds.

4 10. The Court finds and determines that the fees and expenses of Gilardi & Co. in
5 administering the settlement, in the amount of \$25,000, are fair and reasonable. The Court
6 hereby gives final approval to and orders that the payment of that amount be paid out of the Gross
7 Settlement Amount in accordance with the Settlement.

8 11. The Court determines by separate order the requests by Plaintiffs and Class
9 Counsel for Class Representative service awards, Class Counsel's attorneys' fees, and the
10 litigation expenses award, which are approved.

11 12. Nothing in this Order shall preclude any action to enforce the Parties' obligations
12 under the Settlement or under this Order, including the requirement that Defendant make
13 payments to the Claimants in accordance with the Settlement.

14 13. Upon completion of administration of the Settlement, the Settlement Administrator
15 will provide written certification of such completion to the Court and counsel for the Parties.

16 14. By operation of the entry of this Final Approval Order and pursuant to the
17 Stipulation of Settlement, all members of the Settlement Class are permanently barred and
18 enjoined from prosecuting the Released Claims against the Released Parties.

19 15. If, for any reason, the Settlement ultimately does not become final (as set forth in
20 the Stipulation of Settlement), this Order will be vacated; the Parties will return to their respective
21 positions in this action as those positions existed immediately before the Parties executed the
22 Stipulation of Settlement; and nothing stated in the Stipulation of Settlement or any other papers
23 filed with this Court in connection with the Settlement will be deemed an admission of any kind
24 by any of the Parties or used as evidence against, or over the objection of, any of the Parties for
25 any purpose in this action or in any other action

26 16. The Parties entered into the Settlement solely for the purpose of compromising and
27 settling disputed claims. Defendant in no way admits any violation of law or any liability

1 whatsoever to Plaintiffs and the Class, individually or collectively, all such liability being
2 expressly denied by Defendant.

3 17. By means of this Final Approval Order, this Court hereby enters final judgment in
4 this action, as defined in Rule 58(a)(1) of the Federal Rules of Civil Procedure.

5 18. Without affecting the finality of this Final Approval Order in any way, the Court
6 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
7 effectuation, and enforcement of this Order and the Settlement.

8 19. The Parties are hereby ordered to comply with the terms of the Stipulation of
9 Settlement.

10 20. This action is dismissed with prejudice, each side to bear its own costs and
11 attorneys' fees except as provided by the Stipulation of Settlement.

12 **IT IS SO ORDERED.**

13 DATED: August 5, 2011

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16 HON. DANA M. SABRAW
17 U.S. DISTRICT JUDGE
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